



NOTICE OF SOLICITATION

SERIAL 09106- RFP

REQUEST FOR PROPOSAL FOR: POINT OF SALE, INVENTORY AND RESERVATION SYSTEM

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on **DECEMBER 18, 2009** for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 09106- RFP REQUEST FOR PROPOSAL FOR POINT OF SALE, INVENTORY AND RESERVATION SYSTEM."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE
MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

BRIAN WALSH
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3243
EMAIL: WALSHB@MAIL.MARICOPA.GOV

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON NOVEMBER 30, 2009 AT 9AM ARIZONA TIME, AT THE PARKS DEPARTMENT, 234 N. CENTRAL, SUITE 6400, PARKS CONFERENCE ROOM, PHOENIX, ARIZONA 85004. PARKING IS AVAILABLE AT PARKING GARAGES LOCATED BETWEEN CENTRAL AVENUE AND 1ST AVENUE ON VAN BUREN STREET; BETWEEN POLK STREET AND VAN BUREN STREET ON 1ST AVENUE; 2ND AVENUE AND VAN BUREN STREET; AND UNCOVERED PARKING LOT LOCATED ON 1ST AVENUE BEFORE VAN BUREN STREET. MARICOPA COUNTY PARKS WILL NOT VALIDATE PARKING.

NOTE: DUE TO LIMITED SEATING WE REQUEST NO MORE THAN TWO REPRESENTATIVES FROM EACH COMPANY ATTEND THE MEETING.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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REQUEST FOR PROPOSAL FOR POINT OF SALE, INVENTORY AND RESERVATION SYSTEM

1.0 INTENT:

The Maricopa County Parks and Recreation (MCPR) offers visitors the best of the Sonoran Desert, in ten regional parks/recreation areas and one conservation area. MCPR offer activities from hiking and picnicking, to camping and mountain biking and much more within approximately 120,000 acres. Maricopa County is home to the largest regional park system in the United States.

The intent of this proposal is to replace the MCPR existing manual accounting and reservation processes with state of the art technology that will increase staff productivity and customer satisfaction. The selected vendor will oversee the implementation of an efficient and effective Point of Sale (POS), Inventory Control System (ICS), Reservation (campgrounds, facilities, programs, etc), Ticketing/ E Commerce system, and optional integrated Maintenance module; collectively known as "System", all integrated into a total turn-key solution with connectivity between all stations/locations. Vendor to provide a timeline of implementation and pricing by 'packages'/modules to allow selective purchase.

The MCPR Parks and Recreation (Headquarters (HQ)-Downtown) is located at 234 N. Central Ave., Phoenix, AZ 85004.

Referenced locations for immediate System implementation are as shown (including HQ):

1. Headquarters (HQ), 234 N. Central Ave #6400, Phoenix, AZ 85004
2. Estrella Mountain Regional Park, 15099 W. Casey Abbott Drive North, Goodyear, AZ 85338
3. White Tank Mountain Regional Park, 13025 N. White Tank Mountain Rd., Waddell, AZ 85355
4. Lake Pleasant Regional Park, 41835 N. Castle Hot Springs Rd., Peoria, AZ 85342
5. Desert Outdoor Center (at Lake Pleasant), 41402 N. 87th Ave., Peoria, AZ 85383
6. Cave Creek Regional Park, 37019 N. Lava Lane, Cave Creek, AZ 85331
7. McDowell Mountain Regional Park, 16300 E. McDowell Mountain Park Rd., Fountain Hills, AZ 85255
8. Usery Mountain Regional Park, 3939 N. Usery Pass Rd., Mesa, AZ 85207
9. San Tan Mountain Regional Park, 6533 W. Phillips Rd, Queen Creek, AZ 85242
10. Spur Cross Conservation Area, (Office at the Town of Cave Creek) 37622 N. Cave Creek Road, Cave Creek AZ 85331

Existing locations for possible future systems for implementation:

11. Trails and Construction office, 2410 S. 27th Ave, Phoenix, AZ 85009 (for possible maintenance module location if acquired).
12. Buckeye Hill Regional Park, 26700 W. Buckeye Hills Drive, Buckeye AZ 85326. System functions will need to be incorporated in the functions to be performed at Estrella Mountain Regional Park as there will be no manned entry station at Buckeye to accomplish required functions.
13. Adobe Dam Regional Park 23280 N. 43rd Ave. Glendale AZ 85310. System functions will need to be incorporated in the functions to be performed at Cave Creek Regional Park as there will be no manned entry station at Buckeye to accomplish required functions.

Reference exhibit 5 – County Parks Map

Please Note: These parks are remotely located and wireless connectivity is not available.

Definitions:

- A User is defined as a Parks Employee (full time and part time), a Park Host and a park volunteer.
- Vendor is defined as proposer, vendor, contractor
- Annual pass card is defined as an identification / membership card to MCPR
- Support Staff is defined – MCPR has an external county department that provides most IT support, Regional Development Services Agency (RDSA)

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.23, below)

2.0 SCOPE OF WORK:

The proposed solution shall be an enterprise system (server) with a support retention period (auto/manual roll off after so long) and the user is maintained in active directory. The proposal shall analyze MCPR's needs and provide recommendations regarding infrastructure (power lines, network connections) to ensure a good fit for locations and business needs. The proposed solution shall include new annual passes (numerical); cards with a bar code, equipment needed to print cards (if necessary), etc. (A photograph card is not required). The bandwidth should be minimal and measurable and locations are connected via T1 or microwave. MCPR will require systems to be recommended for expansion to either existing locations or potential location for system to accommodate future growth.

Vendor to verify and explain how each of the following requirements will be met. If not met, Vendor to provide detailed explanation of how requirement would be met. Requirements listed will result in desired end goal. All verification and explanations are to be within the proposal submitted by vendor.

MCPR reserves the right to purchase system hardware under a separate contract.

2.1 SYSTEM REQUIREMENTS:

- 2.1.1 Windows XP Professional operating system or greater
- 2.1.2 Work in a Network system environment
- 2.1.3 Upgradable to next available release of the Windows operating system
- 2.1.4 Work in an Active Directory environment
- 2.1.5 Backend Database (Microsoft SQL)
- 2.1.6 Multi location capability (10 locations and expanding)
- 2.1.7 Multi lane capability (19 total lanes and expanding; 1-5 lanes per location currently)
- 2.1.8 System designed for Parks services and products
- 2.1.9 Remote accessibility is required for support by vendor and other IT support staff to perform updates or changes to be made to system; including troubleshooting, edits and changes.
- 2.1.10 PCI compliance is required by vendor for POS/ICS/Reservation system with E-Commerce.
- 2.1.11 POS/ICS/Reservation System shall all have disconnected capability (to continue to process transactions if links are down). Upon remote location 'seeing' the connection again, system will give option to sync back up with main office / Headquarters (HQ).
- 2.1.12 Provide controllable (hourly, daily, on demand) syncing to HQ (may not want automatic syncing due to bandwidth issues).

2.2 HARWARE REQUIREMENTS – Standard state of the art Point of sale hardware are required with the following:

- 2.2.1 Cash drawer
- 2.2.2 Laser scanner (for barcodes)
- 2.2.3 Keyboard
- 2.2.4 Magnetic stripe & card reader (debit / credit / gift)
- 2.2.5 Check reader (optional)
- 2.2.6 Receipt printer
- 2.2.7 Barcode printer
- 2.2.8 Product/Inventory Scanner/Device
- 2.2.9 Customer display
- 2.2.10 PC CPU
- 2.2.11 LCD Monitor (touch screen compatible) - (optional, depending upon reliability and heat tolerance)
 - 2.2.11.1 Software must support both touch screen and non-touch screen monitors
- 2.2.12 Annual pass cards (numerical order) with barcode – must be able to use outside in extreme conditions (temperature and dust), and as portable – scan/go.

- 2.2.12.1 Proposer to be able to export current database (Access) to new system
- 2.2.12.2 Provide customizable pass cards (ex; annual, 6-month, 3-month, etc.)
- 2.2.12.3 Provide a portable device option to read cards while in the park. (Device will need to be synced up / uploaded when necessary)

2.3 POINT OF SALE (POS) FUNCTION REQUIREMENTS:

- 2.3.1 Interface/Terminal:
 - 2.3.1.1 Touch screen / regular computerized POS
 - 2.3.1.2 Connected to and with ICS, HQ and the MC network system
 - 2.3.1.3 Cash drawer with manual key lock / unlock
 - 2.3.1.4 Ability to make edits to retail or other items and/or costs and to push those changes out to one or many at a time (from HQ).
 - 2.3.1.5 Ability of MCPR to assign users to create customizable short cut keys
- 2.3.2 Scanner (integrated with POS terminal):
 - 2.3.2.1 Scanner attachment as a built in function; needs to scan/read common bar codes such as UPCA, UPCE, 3 of 9, 128, etc.
 - 2.3.2.2 Scanner attachment to be wired or wireless
 - 2.3.2.3 Scanner attachment port available with scanner; ability to put in a stand and remove for manual scan/reads.
- 2.3.3 Process and Print:
 - 2.3.3.1 Entry ticket to the park
 - 2.3.3.2 Ramada reservation
 - 2.3.3.3 Campground reservation
 - 2.3.3.4 Annual pass card(s)
 - 2.3.3.4.1 ability to look up and re-issue a lost card, ability to add additional family members to a specific annual pass, and ability to reset current expiration date to extend an annual pass (renewals) within MCPR guidelines.
 - 2.3.3.5 Retail goods
 - 2.3.3.6 Permits (events, special use, etc.)
 - 2.3.3.7 "Other" category – this area to only be set under security functions
- 2.3.4 Cash / Credit / Debit card transactions for sales with receipt printing of
 - 2.3.4.1 Entry ticket
 - 2.3.4.2 A reservation (Campground, facility, ramada, program, etc)
 - 2.3.4.3 Annual pass card
 - 2.3.4.4 Retail goods
 - 2.3.4.5 Other (to include details / notes line and a specific amount of characters available to use)
- 2.3.5 Scan Barcode:
 - 2.3.5.1 Scan barcode for sale
 - 2.3.5.2 Scan barcode on goods, services and receipt for return
- 2.3.6 Refund – Cash, Credit and Debit cards for:
 - 2.3.6.1 Entry ticket
 - 2.3.6.2 A reservation (Campground, facility, ramada, program, etc.)
 - 2.3.6.3 Annual pass card
 - 2.3.6.4 Retail goods
 - 2.3.6.5 Other (to include details / notes line)
- 2.3.7 Ability to process discount coupons-(pre-) programmable with secure and logged authorization.

- 2.3.8 Manual override function only with secure and logged authorization within POS and ICS.
- 2.3.9 All POS and ICS connections to Maricopa County financial institution via HQ POS / ICS for credit/debit card processing would be secured.
 - 2.3.9.1 Real time data transfer to and from all locations via HQ for POS / ICS
 - 2.3.9.2 Industry standards secured data transfer via internet between POS, Maricopa County financial institution, website and HQ POS / ICS - (PCI Compliance)
 - 2.3.9.3 Physically secured POS / ICS systems, data connection and lines at and between all park sites 24/7 in all weather conditions and same for HQ
- 2.3.10 Receipt Centric Flow:
 - 2.3.10.1 Able to Scan Receipt Barcode and Retrieve Transaction History
 - 2.3.10.2 Able to Follow-up on Retrieved Transaction
- 2.3.11 Receipt provided to Customer should contain:
 - 2.3.11.1 Cashier ID
 - 2.3.11.2 Office (site) Name / Park Location
 - 2.3.11.3 Address
 - 2.3.11.4 Telephone number
 - 2.3.11.5 Date of Transaction
 - 2.3.11.6 Time of Transaction
 - 2.3.11.7 Type of Transaction
 - 2.3.11.8 Tender Type
 - 2.3.11.9 Total
 - 2.3.11.10 Receipt number
 - 2.3.11.11 Traceable Receipt number by Office
 - 2.3.11.12 Comment / Note Box for free text (a specific amount of set characters)
 - 2.3.11.13 Register number

2.4 ON-LINE RESERVATION SYSTEM REQUIREMENTS:

- 2.4.1 POS / ICS / Reservation system / E-commerce all integrated (PCI Compliance)
- 2.4.2 Ability to produce an electronic (email) and paper confirmation of a reservation
- 2.4.3 Ability to input customer demographics as required within a reservation
- 2.4.4 An Internet Web-based Reservation System available to Maricopa County Parks staff (Phase 1)
 - 2.4.4.1 Staff ability to print “Reserved” signage with date, time, and customer name to print for posting.
- 2.4.5 An Internet Web-based Reservation System available to the general public, i.e., external access (Phase 2).
 - 2.4.5.1 Provide viewable/interactive maps – locations of campsites, ramadas, etc.
 - 2.4.5.2 Provide photo/picture of reserve-able areas (i.e. campsite, ramadas, etc).
 - 2.4.5.3 Ability to use confirmation for follow up, reprint of receipt or rescheduling (within MCPR guidelines/policy).
 - 2.4.5.4 Ability of staff to define parameters, limits, restrictions and use of an area
- 2.4.6 Ability to conduct all parks business in this system including POS, Reservation and Ticketing system over internet by public. (e.g. customer able to purchase day pass/entry to a park)
- 2.4.7 No constraints for developing web application to integrate with the systems E Commerce.
- 2.4.8 E-Commerce development to be seamless integration with support provided.
- 2.4.9 E-Commerce to seamlessly integrate with and update ICS along with POS.

2.4.10 Develop online Gift / Souvenir sales

2.4.11 Bilingual option for online / E-Commerce business customers (Optional)

2.5 ON-LINE RESERVATION CONTROL MANAGEMENT CONSOLE SYSTEM FUNCTION REQUIREMENTS:

2.5.1 Interface:

2.5.1.1 Touch screen / regular computerized system connected/integrated with POS system

2.5.2 Real time / live data transfer to and from all locations for all reservations areas.

2.5.3 Edit and View rights of all reservation components consistent with MCPR policies and needs.

2.5.4 Backend options to list and view by staff - all reservation areas by location/site in a specific format.

2.6 REPORTING REQUIREMENTS:

All reports are downloadable to MS Excel 2007 with an Accounting String per item attached (accounting string to be provided by MCPR).

2.6.1 Sales Report:

2.6.1.1 Reports equal to or better than 'current cash register data'

2.6.1.2 Financial transactions

2.6.1.3 Voids

2.6.1.4 Returns

2.6.1.5 Checks

2.6.1.6 Cash

2.6.1.7 Credit card/debit card

2.6.1.8 Money (all) in drawer

2.6.1.9 By Sales clerk ID / User ID

2.6.1.10 Daily reporting of sales amounts and dollars with quantities sold of specific items

2.6.1.11 Ability to assign an accounting string to each item; example - 27 day use entries at a total of \$162.00 - 241-305-3003-AREC-0635-23 (an accounting string).

2.6.1.12 Other category (e.g. – Gift certificates, etc)

2.6.2 Inventory reports:

2.6.2.1 Reports on demand – reports including reservation(s) information in real time.

2.6.2.2 Color, size, specific item, popularity, etc.

2.6.2.3 Current in stock

2.6.2.4 Number/Quantity sold in last week / month (contain all aspects; retail, programs, reservations, etc.)

2.6.2.5 Reorder point reminders with automated flagging of / for items below a pre-set count.

2.6.3 Annual pass reports:

2.6.3.1 Database of customers name

2.6.3.2 Customers address

2.6.3.3 Customers email

2.6.3.3.1 Ability to extract data/email addresses for marketing purposes.

2.6.3.4 Annual Pass number (Passes must be in a numerical sequence)

2.6.3.5 Annual Pass renewal date

2.6.3.5.1 Annual Pass frequency of use

- 2.6.3.5.2 Ability to generate renewal letters and / or emails based on renewal date
 - 2.6.3.5.3 Annual Pass usage report on demand
- 2.6.4 Reservation Reports:
 - 2.6.4.1 Demographics and other available trend reports
 - 2.6.4.2 Daily, weekly, monthly, Quarterly, half-yearly, and Annual / fiscal year reports
 - 2.6.4.3 Reports of availability (programs, campgrounds, ramadas, etc.)
 - 2.6.4.4 Ability to print or generate a list by section and/or site name all reserved sites/locations (e.g. campgrounds, facilities, etc.)
- 2.6.5 Enterprise reports, edits, complete view and archive ability to be determined by department.
- 2.6.6 Other reports to capture the following information:
 - 2.6.6.1 POS Cash Register Station number and/or location
 - 2.6.6.2 User ID and / or User Name
 - 2.6.6.3 Date
 - 2.6.6.4 Time
 - 2.6.6.5 Office Name / Park location
 - 2.6.6.6 Type of Report (e.g. Activity, Final Daily, Cumulative, etc.)
 - 2.6.6.7 Breakdown of Tender Types (e.g. Cash, Check, Credit, Debit, etc.)
 - 2.6.6.8 Total per Tender
 - 2.6.6.9 Grand Total
 - 2.6.6.9.1 Grand Total of Transaction Type (e.g. 100 Transactions for period...)
 - 2.6.6.9.2 Grand Total of Number of Transactions
 - 2.6.6.9.3 Grand Total of Number of Customers Serviced
- 2.6.7 Cashier/User Log report
- 2.6.8 Report shown as sales as online and location
- 2.6.9 Ability to track specific customer information
- 2.6.10 Number of duplicate receipts issued for a week, month, quarterly, half yearly and annually (by clerk/user ID/staff person or location).
- 2.6.11 Ability to customize a report as needed
- 2.6.12 Ability to export report to other formats – e.g.: PDF file

2.7 INVENTORY CONTROL SYSTEM (ICS) CONSOLE FUNCTION REQUIREMENTS:

- 2.7.1 Interface:
 - 2.7.1.1 Present one system for proposed POS/ICS/Reservation system and E-Commerce all integrated
 - 2.7.1.2 Connected to / with the POS system - HQ and MC Park locations
- 2.7.2 Scanner (integrated with POS):
 - 2.7.2.1 Scanner attachment as a built in function; needs to scan/read common bar codes such as UPCA, UPCE, 3 of 9, 128, etc
 - 2.7.2.2 Scanner to be wired or wireless
 - 2.7.2.3 Scanner attachment port available with scanner; ability to put in a stand and remove for manual scan/reads
- 2.7.3 Barcode:
 - 2.7.3.1 Generate and print barcode
 - 2.7.3.2 Scan / read barcode
- 2.7.4 Perpetual inventory:
 - 2.7.4.1 Update reduced inventory count when scanned to sell
 - 2.7.4.2 Update increased inventory count when scanned to stock

- 2.7.4.3 Near real time inventory count update from all locations as it scans
- 2.7.5 Edit of inventory – (MCPR ability to set specific users):
 - 2.7.5.1 Count
 - 2.7.5.2 Items
- 2.7.6 Inventory control viewing and editing (refer to Security section)
- 2.7.7 All POS and ICS securely connected to HQ POS / ICS (maintaining PCI Compliance)
- 2.7.8 Centralized data flow - All POS / ICS / E-Commerce and website, connected to Central Server (preferred)
- 2.7.9 E-Commerce (MCPR to have access/ability to update and maintain website content. To include training appropriate MCPR staff)

2.8 SECURITY REQUIREMENTS:

- 2.8.1 Vendor to provide explanation of layers of user account(s) and security as it pertains to active directory.
- 2.8.2 Ability to manually override for inventory control ability to be determined by MCPR
- 2.8.3 Inventory control viewing and editing (in conjunction to component of ICS module). Vendor to define/explain Editing abilities by user and location. MCPR to determine and able to set up by User specific needs - viewing and editing rights.
 - 2.8.3.1 Complete view of all components of inventory control only at one location – HQ or to be defined by User (Vendor explain)
 - 2.8.3.2 Inventory control edit rights – to be by User.
 - 2.8.3.3 All inventory along with its price to be viewable at all POS park sites/locations.
 - 2.8.3.4 Inventory control reports (viewable/printable by User) Consistent/same design of POS and ICS throughout all park sites
 - 2.8.3.4.1 Edit and View rights of POS / ICS components consistent with MCPR policies and needs.
- 2.8.4 User ID / Sales Clerk ID:
 - 2.8.4.1 Ability to generate User ID with individual unique ID,
 - 2.8.4.2 Ability to activate and de-activate User ID (MCPR seasonal Hosts and Volunteers)
- 2.8.5 Ability to set/create/change a Password (MCPR in conjunction with support staff)
- 2.8.6 Ability to set User Log-In and User Log-Off - (MCPR in conjunction with support staff)
- 2.8.7 Ability to set Operator User Roles (MCPR in conjunction with support staff)
- 2.8.8 Ability for a User to Log-On to a single POS System at a time

2.9 OTHER REQUIREMENTS AND DESIRED COMPONENTS:

- 2.9.1 Please provide a recommendation in your proposal to offer a gift card program for the MCPR. **Please explain/define how this would happen within proposal.**
- 2.9.2 Maintenance Module - for multiple locations and users, this is a desired component. If vendor has capability, said vendor is to provide details/list and price of module available and please explain how this would happen;
 - 2.9.2.1 Work Order / Maintenance Module
 - 2.9.2.1.1 Ability to input, track and schedule service requests
 - 2.9.2.1.2 Management reporting (ability to export to PDF or other formats)
 - 2.9.2.1.3 Work Order / Maintenance back log
 - 2.9.2.1.4 Tools for emergency work orders/service requests
 - 2.9.2.1.5 Preventive Maintenance – with alerts and ability to assign staff, tools, costs, etc. as needed.
 - 2.9.2.1.6 Asset tracking
 - 2.9.2.1.6.1 Inventory tracking with bar code/scan capability

- 2.9.2.1.7 Ability for Contract Management
- 2.9.2.2 Mobile device capable – Vendor please explain device(s) available, functions and price as applicable

- 2.9.3 MCPR desires that within proposed system the ability to access internal networking for using MS Office/Outlook and other network options when defined POS/ICS/Reservation System is not in use.
- 2.9.4 Vendor to provide any licensing information and costs within proposal.

2.10 **ADDITIONAL BUSINESS OPPORTUNITIES:**

The MCPR has numerous businesses/concessionaires that currently have an agreement with our department for services within a park. If they have an interest in also working with the package and services offered would this be available to them. **Please explain how this would happen.**

2.11 **MANDATORY QUALIFICATIONS:**

The prospective vendor shall be in the specific business of providing POS, Inventory a Reservation system in government Parks and Recreation installations successfully.

2.12 **ACCEPTANCE:**

For Customer's Initial purchase of each Equipment and Software product the Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.13 **FACILITIES:**

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.14 **TRAINING:**

The successful Contractor shall completely train County personnel (as defined by MCPR after proposal received) in the use and care of the solution proposed. A comprehensive training plan shall be provided. **All travel and related expenses shall be included in the training cost.**

2.15 **MAINTENANCE, SERVICE AND SUPPORT:**

The selected Proposer will be required to develop, obtain approval for and support a comprehensive maintenance, service and support plan to ensure the timeliness and completeness of the installation of the system **prior to final acceptance by The County**. This plan will cover both the initial warranty period and chargeable services after expiration of the warranty.

- 2.15.1 Provide and price help desk support of the proposed solution;
 - 2.15.1.1 Twenty-four (24) hours a day, seven (7) days a week.
 - 2.15.1.2 seven a.m. to seven p.m., five (5) days a week
 - 2.15.1.3 other (list other support solutions as available)
- 2.15.2 Provide and price 1st and 2nd level support for the life of the system.
- 2.15.3 Provide and price software/hardware maintenance support for the proposed solution during the warranty period.
- 2.15.4 Provide maintenance, service and support for the proposed system after warranty expiration. (extended warranty)
- 2.15.5 Provide upgrades to newer versions of the system, Vendor define how upgrades are completed.
- 2.15.6 Provide written notification of major product release ninety (90) days prior to release.
- 2.15.7 Provide updates through an annual maintenance agreement, Vendor define if updates done online and/or manual.
- 2.15.8 Provide notification of system vulnerabilities via e-mail

2.16 INSTALLATION:

The installation of the POS, ICS and reservation system shall include all necessary hardware, operating software, application software, interface software and other related items as is necessary. **All travel and related expenses shall be included in the installation cost.**

2.17 WARRANTY:

The selected Proposer will be required to provide warranty service for the proposed system during the entire installation phase and for a minimum of one (1) year of operation after final acceptance by MCP. This warranty service shall cover any and all hardware, software and services purchased from the Proposer to maintain reliable operations and will comply with Maintenance, Service and Support as described above. To include provisions if Vendor cannot fulfill contract.

2.17.1 Vendor to define and list the extended warranty and costs on software and hardware (as applicable)

2.18 DOCUMENTATION AND MANUALS:

The Contractor shall provide complete, accurate, and structured technical system and operations documentation for the completed turnkey POS, ICS and reservation system in printed form **and** in electronic format, (Adobe PDF format on CD-ROM and/or digital format) upon successful award of the contract.

2.19 INVOICES AND PAYMENTS:

2.19.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service

- Extended price
- Total Amount Due

2.19.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.19.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.19.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.20 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.21 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.22 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.23 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a five (5) year term.

3.2 INDEMNIFICATION:

3.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.2.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.2.3 The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS:

3.3.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.3.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.3.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.3.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.3.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.3.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.3.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.11 Workers' Compensation.

3.3.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.3.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.12 Certificates of Insurance.

3.3.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.3.12.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.3.12.2.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

- 3.3.12.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.3.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.6 SUBCONTRACTING:

- 3.6.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.7 SCHEDULE OF EVENTS:

Request for Proposals Issued: NOVEMBER 12, 2009

Pre-Proposal Conference: NOVEMBER 30, 2009

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON NOVEMBER 30, 2009 AT 9AM ARIZONA TIME, AT THE PARKS DEPARTMENT, 234 N. CENTRAL, SUITE 6400, PARKS CONFERENCE ROOM, PHOENIX, ARIZONA 85004. PARKING IS AVAILABLE AT PARKING GARAGES LOCATED BETWEEN CENTRAL AVENUE AND 1ST AVENUE ON VAN BUREN STREET; BETWEEN POLK STREET AND VAN BUREN STREET ON 1ST AVENUE; 2ND AVENUE AND VAN BUREN STREET; AND UNCOVERED PARKING LOT LOCATED ON 1ST AVENUE BEFORE VAN BUREN STREET. MARICOPA COUNTY PARKS WILL NOT VALIDATE PARKING.

NOTE: DUE TO LIMITED SEATING WE REQUEST NO MORE THAN TWO REPRESENTATIVES FROM EACH COMPANY ATTEND THE MEETING.

Deadline for written questions (48) hours after Pre-Proposal Conference). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to walshb@mail.maricopa.gov and must be received by 2:00 PM, Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

All costs incurred by contractors/vendors during the pre-proposal and proposal time frames are at contractor/vendor expense and are not reimbursable.

Proposals Opening Date: DECEMBER 18, 2009

Deadline for submission of proposals is 2:00 P.M., Arizona Time. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: DECEMBER 29, 2009

Proposed Respondent presentations: (if required) JANUARY 15, 2010

Proposed selection and negotiation: FEBRUARY 15, 2010

Proposed award of Contract: MARCH 3, 2010

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Brian Walsh, Procurement Officer, 602.506.3243
(walshb@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

3.9.1 One (1) original hardcopy of all proposal documents.

3.9.2 One (1) CD providing all proposal documents in Word, Excel (Attachment A & D) and then the entire proposal document in PDF format.

3.9.3 Five (5) CD's providing the entire proposal in PDF format only.

3.9.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 09106 – RFP, POINT OF SALE, INVENTORY AND RESERVATION
SYSTEM

3.9.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 09106-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 09106-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 09106-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.11 GENERAL CONTENT:

3.11.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.11.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.12.1 Table of Contents

3.12.2 Letter of Transmittal (Exhibit 2)

3.12.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.12.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be in detail to the requirements in section 2.0 for compliance or non-compliance. Please provide additional information if reasonable and necessary. **Note: Failure to do so may result in the proposal being deemed non-responsive.**

3.12.5 Implementation Plan-This section shall describe the respondent's detailed project plan for the initial implementation of the proposal.

3.12.6 Training-This section shall describe the respondent's detailed plan for successful training of MCPR personnel per section 2.14. Pricing must also be included in **Attachment A**.

3.12.7 Warranty- This section shall describe the terms and conditions of its warranty, which will cover any all hardware, software and services provided by the respondent to maintain reliable operations per section 2.17.

3.12.8 Maintenance, Service and Support-This section shall describe the respondent's maintenance, including cost estimates covering a comprehensive maintenance plan, and its proposed annual maintenance during the life of the system. Respondent shall also submit with its proposal a sample service level agreement and sample software license agreement.

- 3.12.9 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

The prospective vendor shall be in the specific business of providing POS, Inventory Control, Reservation and E-Commerce system in government Parks and Recreation Installations successfully.

- 3.12.10 Subcontractors- This section shall describe the respondent’s use of subcontractors in the performance of their proposal.

- 3.12.11 Proposal Exceptions

- 3.12.12 Attachment A (Pricing)

- 3.12.13 Attachment B (Agreement Page)

- 3.12.14 Attachment C (References)

- 3.12.15 Attachment D (Technical Requirements)

3.13 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

- 3.13.1 Proposed Solution (Section 2.0 and Attachment D)

- 3.13.2 Experience and Qualifications

- 3.13.3 Implementation Plan

- 3.13.4 Price

3.14 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 3.14.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 3.14.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

- 3.14.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3.14.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.14.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
 - 3.14.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
 - 3.14.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 3.15 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 3.15.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.
 - 3.15.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.16 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
 - 3.16.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
 - 3.16.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.17 CONTRACTOR LICENSE REQUIREMENT:
 - 3.17.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
 - 3.17.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses

required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.18 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

**ATTACHMENT A
PRICING**

SERIAL 09106-RFP

NIGP CODE:

RESPONDENT'S NAME:

COUNTY VENDOR NUMBER :

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

CONTACT (REPRESENTATIVE):

REPRESENTATIVE'S E-MAIL ADDRESS:

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[]	[]	_____ %

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- | | | |
|--------------------------------------|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

1.0 POS/INVENTORY SYSTEM (CLIENT/SERVER)

1.1. HARDWARE (PER SECTION 2.0)	\$ -
1.2. SOFTWARE (PER SECTION 2.0)	\$ -
1.3 IMPLEMENTATION	\$ -
1.4 TRAINING	\$ -
1.5 EXTENDED MAINTENACE WARRANTY	
YEAR 2	\$ -
YEAR 3	\$ -
YEAR 4	\$ -
YEAR 5	\$ -
1.6 TOTAL COST FOR FIVE YEARS	\$ -

2.0 POS/INVENTORY SYSTEM (HOSTED)

2.1 INITIAL IMPLEMENTATON FEE	\$ -
Includes: Integration support, training and technical assistance	
2.2 HOSTING FEE (ANNUAL)	\$ -
Includes: Annual support, training and technical assistance	
YEAR 2	\$ -
YEAR 3	\$ -
YEAR 4	\$ -
YEAR 5	\$ -
2.3 OTHER FEES/CHARGES (LIST AS NEEDED)	\$ -

**ATTACHMENT A
PRICING**

2.4 TOTAL COST FOR FIVE YEARS	<u>\$ -</u>
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3.0 RESERVATION SYSTEM (HOSTED)

3.1 INITIAL IMPLEMENTATION FEE	<u>\$ -</u>
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Includes: Integration support, training and technical assistance

3.2 HOSTING FEE (ANNUAL)	<u>\$ -</u>
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Includes: Annual support, training and technical assistance

YEAR 2	<u>\$ -</u>
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YEAR 3	<u>\$ -</u>
--------	-------------

YEAR 4	<u>\$ -</u>
--------	-------------

YEAR 5	<u>\$ -</u>
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3.3 OTHER FEES/CHARGES (LIST AS NEEDED)	<u>\$ -</u>
---	-------------

3.4 TOTAL COST FOR FIVE YEARS	<u>\$ -</u>
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ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

☐ Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

RESPONDENT'S REFERENCES

The prospective vendor shall be in the specific business of providing POS, Inventory a Reservation system in government Parks and Recreation installations successfully.

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

TECHNICAL REQUIREMENTS

Proposers must respond to each of the County's requests using the table provided based on the following definitions.

Business Requirement-Indicate Yes or No if the base system configuration meets the County's need

Optional-Indicate if additional software products offered by the Proposer, other than the base system configuration, will satisfy the requirement. If additional pricing is required for this option please provide in Attachment A

Not Available-Indicate if the requirement is beyond the scope of the sytem configuration capabilities

Vendor/Proposer Response - Indicate specific response, additional document will be allowed for extra space if needed.

No.	Description	Business Requirement	Optional	Not Available	Vendor/Proposer Response
CONCEPTUAL DESIGN REQUIREMENTS					
1.0 SYSTEM PLATFORM					
1.1 POS/ICS SYSTEM PLATFORM					
a.	POS/ICS systems should be client/server based system, accessible through the County's private network.				
b.	System should allow efficient scheduled and on-demand synchronization to HQ system (locations have T1 lines to connect). To minimize line traffic, information flowing between remote locations and HQ should be only what has changed (delta) and not the entire database.				
1.2 RESERVATION SYSTEM PLATFORM					
a.	Reservation system should be web-based, accessible through from any internet connection.				
2.0 SYSTEM HOSTING					
2.1 POS/ICS SYSTEM HOSTING					
a.	POS/ICS System hosted location to be determined; dependent upon package chosen.				
2.2 RESERVATION SYSTEM HOSTING					
a.	Reservation system is desired to be externally hosted. Also to be intergrated with POS/ICS system. Proposer should present options.				
b.	MCPR is planned that a system will be hosted in a minimum Tier 2 datacenter, providing 99.741% availability and maximum of 22 hours annual downtime. (Tier 3 is 99.982% availability with 1.6 hours annual downtime. Redundant paths for power and cooling.)				

3.0 SECURITY PROVISIONS					
3.1 POS/ICS SECURITY PROVISIONS					
a.	A minimum of security level shall be defined based on County IT standards depending on the system platform.				
b.	The required security level for all system functions and commands shall be configurable and comply with best practices as defined by County and National Institute of Standards and Technology (NIST) for similar applications (site, chapter and verse).				
c.	The system shall be capable of establishing and enforcing a minimum user security profile. Functions and commands requested from users with insufficient security shall be denied and a transaction recorded.				
d.	System procedures shall be integrated to permit the tracking (and archiving of tracking logs) of activity by user id, time and date, etc. for audit purposes.				
e.	The system should have robust security to protect the application and data to comply with best practices as defined by County and NIST for similar applications (site, chapter and verse).				
f.	The system should be configured to minimize risk and reduce downtime as identified by the MCPR.				
g.	The system should be compatible with and operate with County standard anti-virus software applications.				
h.	PCI Compliance standards are requested with all online transactions.				
i.	A role-based minimum security schema shall be defined based as follows (to be determined by MCPR):1. User Roles: Park Center Manager Lead Role Clerk Role2. Audit Roles: Report Viewer Audit Manager3. Administrative Roles: System Administrator User rights manager				
3.2 RESERVATION SYSTEM SECURITY PROVISIONS					
a.	The required security level for all system functions and commands shall be configurable and comply with best practices as defined by County and NIST for similar applications.				
b.	Financial transactions must be conducted within a secured environment and comply with NIST standards.				
c.	Requires ability to set all user levels				

4.0 SERVER EQUIPMENT					
4.1 POS/ICS SERVER EQUIPMENT					
a.	The server(s) shall be the latest and most appropriate equipment and / or Proposer will work with the MCPRD and RDSA IT to validate available resources and maximize the use of existing servers.				
b.	Application will be configurable to work in a virtual server environment.				
c.	It is assumed that MCPR will provide all server hardware sufficient to run proposer software, as proposer provides in specifications to MCPR.				
4.2 RESERVATION SERVER EQUIPMENT					
a.	If reservation system is externally hosted availability to MCPR will be 98% or greater				
b.	Requests server(s) support at least a 3-tier development environment, to allow autonomous production, test, and development activities to occur simultaneously prior to implementation.				
5.0 REDUNDANCY					
5.1 POS/ICS REDUNDANCY					
a.	All systems should have fail-over to a redundant system when primary system is down.				
b.	System redundancy should assure system reliability and availability 24x7. Proposer to define per RFP for system and availability.				
5.2 RESERVATION SYSTEM REDUNDANCY					
a.	All systems should have fail-over to a redundant system when primary system is down.				
b.	System redundancy should assure system reliability and availability 24x7. Proposer to define per RFP for system and availability.				
6.0 UPS					
6.1 POS/ICS UPS					
a.	Proposer software should intelligently shut down due to loss of power.				
b.	In the event of power loss, defective UPS, etc. requires the ability to recover data.				
6.2 RESERVATION SYSTEM UPS					
a.	A UPS will be attached to server to prevent loss of data in the case of outage. UPS will be of capacity to bring down the system cleanly (if externally).				

7.0 WORKSTATION REQUIREMENTS					
a.	Proposer shall recommend the minimum POS/workstation configuration to ensure efficient connection to the system.				
b.	Proposer shall recommend the minimum backup methodology and software to ensure no loss of data at remote sites.				
c.	Proposer shall recommend the minimum UPS to ensure no loss of data at remote sites.				
8.0 OPERATING SYSTEM SOFTWARE					
a.	Operating system for POS/ICS should be Windows XP SP3 and for future like Windows 7.				
b.	All software to include but not limited to operating systems, reporting tools, development tools, relational database management systems (RDBMS), and ancillary off-the-shelf application/utilities shall consist of the latest and most appropriate product and versions as approved by County IT standards.				
c.	All software should be of a design that can be / and allowed to deploy, update, and perform future OS upgrades by County technicians as needed.				
d.	MCPR will take ownership of warranty patches, service packs, and upgrades provided through a service agreement (reference RFP).				
9.0 SYSTEM DATABASE					
a.	The system should ensure data availability, integrity and reliability.				
b.	The County standard is MS SQL Server, the latest version, is recommended and / or requests compatibility.				
c.	The Proposer shall provide and implement database indices to enhance reporting functionality. These indexes shall be finalized during the design reviews (proposer to define).				
d.	The Proposer shall provide and implement a means of auditing all data generated.				
e.	The system shall ensure that no data is removed from the databases until a successful archival of the data, to removable media, has been created and verified.				
f.	The Proposer shall provide ongoing system support throughout the contract term. These resources shall be full-time and dedicated exclusively for this function through the end of the intended warranty period.				
g.	The most current version of certified database tools shall be implemented both before initial system acceptance and before the end of the intended warranty period.				

10.0 BUSINESS APPLICATION REPORTING					
a.	The system should use a MS SQL report writing tool compatible with server environment, all clients and all interfaces including the web.				
11.0 DATABASE ARCHIVAL, BACKUP, RESTORATION of Hosted Reservation System					
a.	The central site (HQ) shall have an automated method, including hardware and software, for the unattended archival and restoration (ie., to and from removable media except for the changing of removable media on a schedule approved by MCPR) of all application files, database, and other relevant files. (As defined by MCPR Records Retention schedule, will be accesible by proposer upon completion of RFP).				
b.	Archives, backups, and restorations shall not hinder nor prevent access to system functionality and applications.				
12.0 WEB SERVER (if solution is web-based)					
a.	Web server must have the ability to operate in a proxy environment and meet all County security standards (to be provided as needed).				
13.0 NETWORK COMMUNICATIONS					
a.	The Proposer will provide recommendations for optimization with proposed system communications network for the system, as developed in the design phase and approved by MCPR based on County IT standards.				
b.	MCPR has two sites that utilize microwave connectivity. Requests Proposer make network recommendation is to ensure a secure and fast communication network between server and end-users when a variety of high speed, as well as dial-up and web-based communication media are necessary to establish end-user connectivity.				
14.0 WIRELESS COMMUNICATIONS					
a.	Secure wireless communications architecture will meet all County IT standards, as well as PCI Compliance standards.				
15.0 REMOTE ACCESS					
a.	Remote application access will be determined based upon business requirements and must meet the MCPRD requirements.				
b.	Remote MCPRD sites are exiting T1 lines between MCPRD site and MCPRD HQ (234 N Central). - with a Microwave tower at Lake Pleasant/Desert Outdoor Center and one dial up location, at White Tank Park, if a maintenance module is recommended.)				

16.0 TEST PLANS AND PROCEDURES					
a.	Proposer will develop test plans and procedures for all tests to ensure that each system's component test is comprehensive and verifies all the system features and device functions to be tested. Proposer to ensure all sites properly function. MCPR able to reject proposal and seek other Proposer if all sites do not function properly.				
b.	Testing of all hardware, software and firmware shall be included in the test plans and procedures.				
18.0 TECHNICAL SUPPORT AND TRAINING					
a.	Training shall be provided to fully familiarize MCPRD System Support staff with all aspects of the applications software and hardware, including the structure of the applications, tables utilized, all network communications and settings, plus other similar information.				
b.	Applications should be able to log errors. MCPR and IT support ability to review as needed.				

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is **required** that you **select an appropriate commodity code(s)** associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number 09106

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

EXHIBIT 4



(DRAFT CONTRACT)

CONTRACT PURSUANT TO RFP

SERIAL 09106-RFP

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of _____ services.

1.0 CONTRACT TERM:

- 1.0 This Contract is for a term of ____ () years, beginning on the ____ day of _____, 20__ and ending the ____ day of _____, 20__.
- 1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of ____ () years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract expiration or annual anniversary or bi-annual date etc.. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees

from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against

County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
(N.B. - \$1,000,000 limits on larger contracts)

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND

UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.13.2.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 REQUIREMENT OF CONTRACT BOND(S):

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond(s), which shall become binding upon the award of the Contract to the Contractor.

6.5.1.1 A Performance Bond equal to the full Contract amount (or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.5.1.2 A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.6 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.7 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.8 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

6.9 REQUIREMENTS CONTRACT:

- 6.9.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.9.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.9.3 Purchase orders will be cancelled in writing.

6.10 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.11 TERMINATION FOR DEFAULT:

- 6.11.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.11.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.11.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.11.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.16 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.18 RETENTION OF RECORDS:

6.18.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.18.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.19 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.20 ALTERNATIVE DISPUTE RESOLUTION:

6.20.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.20.1.1 Render a decision;

6.20.1.2 Notify the parties that the exhibits are available for retrieval; and

6.20.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.20.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.20.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.21 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.22 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.23 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain

statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

- 6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 6.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 6.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.26 CONTRACTOR LICENSE REQUIREMENT:

- 6.26.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 6.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.27.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

6.31.3 Exhibit C, _____ Standard Software Maintenance Agreement; and

6.31.4 Exhibit D, Materials Management Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

DIRECTOR, MATERIALS MANAGEMENT

DATE

~ OR ~

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

